

## **LETTER OF UNDERSTANDING**

### **Article 4 Union Rights**

During the course of negotiations, the parties discussed methods of providing to the Union information regarding retiree status changes (addresses, telephone numbers, etc.). As a result, the Employer agrees to match information from the Union with information on the State's data base on a semi-annual basis. The State will provide to the Union at actual cost a report of any discrepancies.

#### **FOR THE UNION**

David Burtch,  
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#### **FOR THE EMPLOYER**

Sharon Rothwell  
Director

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 8, Section D Computation of Back Wages**

The parties agree that the intent of Article 8, D. is that employees be made whole for established contractual violations and not recover more than what they would have earned if no violation had occurred.

Therefore, in the event that any governmental agent, or Agency seeks restitution of any amounts paid in unemployment compensation, long term disability compensation, workers compensation, social security, or welfare, which amounts were deducted from a back pay award pursuant to this Subsection, the Employer shall reimburse the grievant the amounts made by the grievant in restitution.

#### **FOR THE UNION**

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#### **FOR THE OFFICE OF THE STATE EMPLOYER**

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## **LETTER OF UNDERSTANDING**

### **Article 8 Grievance Procedure and Reinstatement of Grievances**

During the current negotiations, the parties acknowledge the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe.

Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union Representative involved, the International Union may inform the Office of the State Employer in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the State will not be liable for any claims for damages, including back pay claims, arising out of the grievance that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages arising out of the grievance against the State in the grievance procedure, or in any court or before any Federal, State, or municipal agency.

Notwithstanding the foregoing, a decision of the Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the State and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims

for back wages, or that provide for the final and binding nature of any decisions by the Arbitrator or other grievance resolutions.

It is understood this letter and the parties obligations to reinstate grievances as provided therein can be terminated by either party upon thirty (30) days notice in writing to the other.

It is agreed that none of the above provisions will be applicable to any case settled prior to November 17, 1985.

FOR THE UNION

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## **LETTER OF UNDERSTANDING**

### **Article 8---Statewide Steward Training**

During negotiations in 1996 the parties discussed steward training and the role of Chief Stewards and Departmental Health and Safety representatives in improving Labor/Management relations. Therefore the Employer shall release without loss of pay Chief Stewards and one Departmental Health and Safety representative per Department to attend a statewide training session of five days once during the life of this Agreement. The Employer shall not be obligated to pay travel expenses or overtime.

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## **LETTER OF UNDERSTANDING**

### **Article 8 Development of Arbitration Indexing System**

The parties agree to develop an Arbitration listing and indexing system which would permit the parties to identify previously decided cases for its potential value in resolving existing disputes. Funding for this may come from the Joint Employee Education, Training and Development Fund.

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## **LETTER OF UNDERSTANDING ARTICLE 8**

At the request of the Director of the UAW National Technical, Office and Professional Department or the Director of the Office of the State Employer up to three representatives for the Office of the State Employer will meet with up to three representatives of the Union for the purpose of discussion and attempting to resolve certain grievances concerning contract interpretation which have been appealed to Step 4. The representatives from the Union will include at least one International representative from the National Technical, Office and Professional Department, and one representative from the local Union. The representatives for the Employer will include at least one representative from the Office of the State Employer and at least one representative from a state department/agency. This provision shall be in effect during 2002. Extension of this provision shall be by mutual agreement only.

FOR THE UNION

FOR THE EMPLOYER

## **LETTER OF UNDERSTANDING**

### **Article 11 Seniority**

The seniority of Bargaining Unit members transferred prior to January 8, 1986, by Civil Service Commission action from other public or private jurisdictions to the classified State Civil Service as a result of legislation or Executive Order authorizing the accretion of a function and associated personnel, shall be the date specified in the Commission action for each assumption. However, if the transfer is pursuant to Act 89 of 1979, the outcome of the litigation in American Arbitration Association Case No. 54-39-1211-81 shall apply.

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### **Letter of Understanding**

#### **Article 12 and Article 16**

Within 90 calendar days of the effective date of this Agreement, the parties will seek a meeting with the Department of Civil Service to explore a process which would allow laid off employees the ability to be considered for appointment to Bargaining Unit classifications at their current level and below, based on an evaluation of their education and experience.

The process to be considered would expand the opportunity for consideration beyond an employee's primary and secondary classifications as defined in the Agreement. A request for evaluation shall be initiated by the employee. Employees laid off under the provisions of Article 12 and Article 16, Medical Layoff, of the Agreement will be eligible for such consideration. The ability to be considered under the provisions of this process will expire upon the expiration of recall rights.

In the event a process is developed, the Employer agrees to consider such employees when filling position through the use of all other forms of appointment procedures. This provision is contingent upon the ability to automate the process which would allow departments to identify employees to be considered.

FOR THE UNION

FOR THE EMPLOYER

## **LETTER OF UNDERSTANDING**

### **Article 12, Section F Recall Lists**

The parties agree that the opportunity of an employee to identify Departments in which he/she would accept recall from the Statewide Interdepartmental Recall List is subject to the ability of the State's automated recall system to encompass such a change. The Employer will request that the additions of Departments be made in the system. When the system is capable of allowing such a selection, the Employer and the Union will discuss implementation methods for the Bargaining Unit members.

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## **LETTER OF UNDERSTANDING**

### **Article 14, Section E D.O.C. Meal Periods**

During negotiations in 1993, the parties discussed concerns raised by the Union regarding Article 14, Section E., Meal Periods, as it applies to Department of Corrections' employees. It is not the Employer's intent to reduce the employee's

meal period. Management agrees to take into account unforeseen delays at security checkpoints in determining the amount of time necessary to provide an adequate break. Application of this letter shall be a proper subject for secondary negotiations

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## **LETTER OF UNDERSTANDING**

### **ARTICLE 15 CODE 3**

During the 1998 negotiations, the parties discussed the intent of Article 15, Section B.6, as it applies to Code 3 employees. While such employees are expected to normally be present during the regular work shift, it is recognized that the demands on their time may vary from pay period to pay period. Absences without charge to leave credits may be approved providing the Employer certifies the employee has completed the equivalent of a full pay period. It is the intent that this provision is applicable to all Code 3 employees.

FOR THE UNION

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## **LETTER OF UNDERSTANDING**

### **Article 16 Disability Management**

During negotiations, the parties discussed the mutual concerns of the Union and the Employer regarding medical leaves of absence and employee disabilities. The parties acknowledge that these issues are of major significance.

Accordingly, the parties agree to meet and engage in ongoing discussions about disability management concerns. Such discussion shall include issues under consideration by the Disability Management committee and employees' return to work from medical leave of absence with reasonable restrictions.

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## **LETTER OF UNDERSTANDING**

### **Article 16 Hiring Freeze - Return Rights**

During negotiations in 1990 the parties discussed the impact of the hiring freeze on the recall of employees who have been denied a medical leave of absence and placed on the recall list. Upon request of the International Union, the parties will meet to discuss methods of enhancing the return rights of such employees.

FOR THE UNION

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## **LETTER OF UNDERSTANDING**

### **Article 16, Section C**



During negotiations in 1998 the parties discussed benefit provisions for employees appointed as representatives for the International Union. The parties agreed that:

1. Employees will be paid off for their annual leave balance, at the employee's rate of pay, at the time of the appointment.
2. Employees appointed will be paid off for their sick leave balance at the final rate of pay of the classification from which the employee was appointed, in accordance with the criteria established in Article 40, Section D.
3. Employees will receive payment for their longevity upon retirement or death in accordance with the Civil Service compensation plan.

FOR THE UNION

FOR THE OFFICE OF THE  
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### **LETTER OF UNDERSTANDING**

#### **Article 16, Section C.3. Medical Leaves of Absence**

During the 1990 negotiations the parties discussed employees returning from medical leaves of absence. It is understood and agreed that an employee's return from a medical leave will be in accordance with applicable MEEBOC policy as referenced in Article 25.

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### **LETTER OF UNDERSTANDING**

#### **Article 16, Section C.5.**

## **Union Leave - Retirement Contributions**

In the event the Employer does not make retirement contributions on behalf of employees on Union leave, the Union retains the right to make such contributions unless prohibited by law.

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## **LETTER OF UNDERSTANDING**

### **ARTICLE 17 Personnel Files**

During the 1996 negotiations, the parties discussed several issues regarding the maintenance of personnel files.

The Employer agrees that employees have a right to review their personnel records within a reasonable period of time from the date of request. As such, the Employer commits to provide access as expeditiously as possible. In the event the personnel file is not present at the employee's work location, it is the Employer's intent to make the file available in a reasonable period of time.

The Union also raised the practice of the Employer maintaining records which were to be expunged. The parties recognize that some records must be maintained for legal and audit reasons. Access to such files is restricted for purposes of legal matters and audits. The Employer agrees that these files shall be sealed.

FOR THE UNION

FOR THE EMPLOYER

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## **LETTER OF INTENT**

### **Article 17, Section G Personnel Files - Expunging Records**

During negotiations on Article 17, Section G., the parties discussed the expungement of personnel files.

The Employer agrees that when employees have submitted written requests for expungement of disciplinary records in accordance with Article 17, Section G., the Employer will not retain such request after expunging the record.

When an employee has requested expungement of a record in accordance with this Article, the Employer will take appropriate steps to have copies of such record removed from local office files.

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## **LETTER OF INTENT**

### **Article 17, Section G Expunging Disciplinary Actions from HRMN Systems**

During negotiations, the parties discussed the expungement of disciplinary actions which are reported on the computerized Employee History Record (Human Resources Management Network [HRMN] system). The parties intend that disciplinary actions which are expunged in accordance with Article 17 shall be expunged from the computerized Employee History Record (HRMN system). However, the parties acknowledge the benefit of maintaining a seniority record which accurately reflects the actual hours worked by the employee. Therefore, where a disciplinary record is to be expunged but the employee is not contractually entitled to be credited with service hours for the period of the disciplinary action, the Employer may enter a comment in the Employee History

Records (HRMN system) which notes the appropriate adjustment of the employee's hours for purposes of seniority.

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## **LETTER OF UNDERSTANDING**

### **Article 18 Chief Stewards-at-Large**

During negotiations in 1990 the parties agreed to the release of up to five (5) employees to function as Chief Stewards-at-Large. These Chief Stewards-at-large shall be released full-time on administrative leave to provide representation where necessary in any state department. The crediting of seniority and reimbursement of applicable insurance premiums shall be in accordance with provisions of Article 7, Section D.(2).

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## **LETTER OF UNDERSTANDING**

### **Article 18, Section D**

## **Extension of Leaves**

During negotiations in 1990 the parties discussed concerns raised by the Employer regarding extension of leaves under Article 18, Section D. It is understood that requests for extensions are not automatically granted. If the Union is intending to request an extension of an 18.D. leave, the proper notice will be given. If the Employer intends to disapprove the requested extension, it shall so notify the Union and, upon Union request, the parties will meet to discuss and attempt to resolve the situation

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## **LETTER OF UNDERSTANDING**

### **Article 19 Labor-Management Meeting Process**

During 1990 negotiations, the parties discussed ways to improve the labor-management meeting process, including the timely completion of discussions on all agenda items. The parties agree that it is the intent of Article 19 that labor-management meetings not end prior to the scheduled and agreed upon meeting time, except where unanticipated and unforeseeable emergency circumstances arise.

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## **LETTER OF UNDERSTANDING**

### **Article 20 Union-Management Council**

During negotiations the parties discussed subjects which might be dealt with by the Union-Management Council. One such area of interest relates to class specifications for Bargaining Unit positions.

The parties recognize that classification and selection are the Constitutional responsibility of the Civil Service Commission.

The parties agree that the Union-Management Council may review current and future class specifications for positions in these Bargaining Units. Such review will include the description of duties and minimum qualifications as they relate to the performance of job responsibilities.

The Council will also be authorized to examine other methods of encouraging the retention of a stable work force in the classified service by encouraging promotion from within the existing work force.

The findings of the Council relating to those areas under the Constitutional authority of the Civil Service Commission may be jointly submitted to the Civil Service Commission.

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## **LETTER OF UNDERSTANDING**

### **Article 21**

## **Grooming and Attire**

During negotiations in 1990, the parties discussed reasonable grooming and attire standards, especially as they relate to health and safety consideration. The parties agree that grooming and attire standards may not be deleterious to employee health or safety.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

## **LETTER OF UNDERSTANDING**

### **Article 22 Hepatitis B Vaccination**

The Employer agrees to make available the vaccination for protection against Hepatitis B to employees in the departments and classes listed below:

Department of Corrections  
Physicians Assistants  
Prison Counselor  
Special Education Teacher  
School Teacher  
Trades Instructor

Department of Education  
School for the Deaf and Blind  
(As Currently Provided)

Family Independence Agency  
J. W. Maxey, Adrian Training School and  
Other Maximum Security Facilities  
Clinical Social Worker  
Dentist  
Physician  
Registered Nurse  
School Teacher  
Special Education Teacher  
Trades Instructor

FOR THE UNION

FOR THE EMPLOYER

## **LETTER OF UNDERSTANDING**

### **Article 22**

When more than one department is located in a building and circumstances develop which involve health and safety issues affecting employees across departments in the building, the Union and the Office of State Employer will meet to discuss the establishment of a building Health and Safety Committee.

FOR THE UNION

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## **LETTER OF UNDERSTANDING**

### **ARTICLE 22, SECTION L EAP/ESP JOINT TRAINING PROGRAM**

During 1996 negotiations the parties discussed the EAP/ESP Joint Training Program which occurred after the 1993 negotiations in the Department of State and the Department of Treasury. The parties agree that enhanced cooperation between the UAW Employee Assistance Program (EAP) and the Civil Service Employees Services Program (ESP) is important to provide employees with easily accessible and timely services of the highest quality possible. Further it is agreed that services to an employee will be strictly confidential.

The parties agree to meet within 60 days of the effective date of this agreement to develop a Joint Training Program which would be presented in all Departments/Agencies in state government. The parties further agree that programs of this type are most effective when they can be presented to all stewards and supervisors in a work location. As such, they will jointly seek to gain the agreement of other exclusive representatives to participate in the program. Funds from the Joint Employee Education, Training and Development Fund may be used to cover expenses of the training.



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## **LETTER OF UNDERSTANDING**

### **ARTICLE 22**

During the 1996 negotiations the parties discussed the concerns raised by the Union on temperature control in state owned or leased buildings, regular inspections and maintenance of ventilation systems, pesticide spraying and providing notice to employees when pesticide spraying is to occur, and rodent and vermin extermination.

The Employer recognizes its obligation as provided in the contract to make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards. During the negotiations the parties acknowledged the difficulty of establishing a temperature range in work sites that would be appropriate and acceptable to all employees, while recognizing that extreme fluctuation in temperature may be undesirable. The Employer agreed that maintaining building temperatures within a range that is habitable/comfortable is desirable and will attempt to assure that when concerns are raised by employees within the work site, the concerns will be investigated and to the extent possible resolved.

Further, the Employer agrees that inspections of the ventilation system in all work sites where UAW Bargaining Unit members are employed will be conducted as needed and with respect to the concerns of the Union regarding building ventilation systems, the Employer agrees that ventilation systems in leased buildings should be maintained in good working condition.

The Employer agrees to maintain the air filters at all state owned buildings by cleaning or replacing dirty filters in accordance with the manufacturer's recommendations. Where the Union believes that the ventilation system in a leased building is not in good working condition and brings this to the attention of

the Employer, the Employer will make the effort to insure that the lease holders conduct an inspection and if determined to require maintenance, the repairs be done in an expeditious manner. The Employer shall share the written results of any inspection with the Union.

The Union also raised concerns regarding pesticide spraying in leased buildings and extermination of rodents and vermin. The Employer expressed its belief that pesticide spraying in leased buildings was not regularly occurring during employee work hours and agrees that to the extent possible such spraying should be done in a manner that reduces employee exposure to the pesticides. Every effort will be made to assure that employees are provided with a two (2) day notice prior to pesticide spraying, unless emergency circumstances preclude prior notice.

The Union also expressed its concerns regarding the need for effective rodent and vermin control. The parties acknowledged the difficulty in assuring that work sites are free of rodents and vermin. The Employer agreed that where matters of infestation are brought to the attention of the Employer, attempts will be made to rid the buildings of unwanted pests. The Employer commits to make reasonable efforts, including working with landlords, to correct such problems.

## **LETTER OF UNDERSTANDING**

### **Article 22**

During negotiations in 1998 the parties discussed concerns raised by the Union when workers in the Family Independence Agency who are on call and who are called back to work, are required to return to the work site to obtain a state vehicle. When the employee is required to utilize a state owned vehicle in the situation described herein, the employee will be provided with a state vehicle during the one call period.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

## **LETTER OF UNDERSTANDING**

### **Article 22**

During the 1998 negotiations, the parties discussed their shared concern for the health and safety of Bargaining Unit employees. In addition, the parties discussed situations where employees may be at greater risk due to their

particular job responsibilities. The Union expressed specific concerns regarding steps that should be taken to reduce potential dangers that might arise while employees are performing their job, including potential work place violence from recipients of state services.

The parties reaffirm their commitment to pursue cooperative efforts between labor and management that lead to identifying health and safety measures that can result in increased safety for employees. The parties agree that during the term of the agreement, the statewide health and safety committee will explore ways to reduce or eliminate hazards confronted by employees on the job. Joint findings and recommendations will be considered by the Employer for implementation.

FOR THE UNION

FOR THE OFFICE OF THE  
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## **ARTICLE 25**

### **LETTER OF UNDERSTANDING REASONABLE ACCOMMODATIONS**

During negotiations in 1996, the parties discussed concerns raised by the Union related to the importance of timely responses to reasonable accommodation requests. The Employer shall normally provide an initial response, which may be a request for additional information, within ten (10) work days, from the date the completed accommodations request is received. The Employer agrees to approve or deny requests for reasonable accommodations within current departmental procedures, but in no event, later than thirty (30) work days from the receipt of all necessary information. When the Employer has approved a reasonable accommodation request, the Employer shall order the materials, furniture, tools or other items including retrofitting/renovation necessary to implement the approved reasonable accommodation.

FOR THE UNION

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### **LETTER OF UNDERSTANDING**

## **ARTICLE 29 TRAINING**

During the 1996 negotiations the parties discussed their respective positions as it relates to training, retraining, and new technology. The Union and the Employer agree that Bargaining Unit members play an important role in the delivery of state services, and that there is a direct relationship between employee performance and the effectiveness of the delivery of services they are to provide. The parties further agree that training and retraining efforts are important factors in pursuing such objectives as continuous quality improvement, operational effectiveness, and enhanced job security through opportunities for advancement.

When the Employer intends to introduce new or advanced technology which will have a significant impact on either the way the work is performed or on Bargaining Unit employees, the Employer will notify the Union as soon as practicable in advance of such action, and will, upon request, meet to discuss the impact upon employees. Such discussions may include a review of training which may be necessary for those employees required to perform the job responsibilities impacted by the new technology. The Union shall have the opportunity to provide input into the development of such training. Such retraining may be in the form of on-the-job, vocational, and/or formal education courses.

The Joint Advancement Committee (JAC) will meet to review and promote the development and implementation of skill development and training activities.

FOR THE UNION

FOR THE EMPLOYER

## **LETTER OF UNDERSTANDING**

### **Article 31 State Motor Vehicles**

Review the State program to insure safe condition of vehicles and develop a preventative maintenance program for State motor vehicles.

It is agreed that this will be reviewed by the joint UAW O.S.E. Health and Safety Committee.

FOR THE EMPLOYER

FOR THE UNION

Thomas N. Hall

Stephen P. Yokich

## **LETTER OF UNDERSTANDING**

### **Article 34**

## **Substitute Teachers**

During negotiations in 1987 the parties discussed the method utilized for compensating School Teacher VI's and VII's who are utilized as substitute teachers.

Effective with the first full pay period following the effective date of this Agreement, permanent-intermittent School Teacher VI's and VII's shall move to the second step in the pay range after completion of 2,080 hours of continuous service.

Effective with the same pay period, current substitute teachers who have completed at least 2,080 hours of service shall be moved to the second step in the pay range.

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## **LETTER OF UNDERSTANDING**

### **Article 34**

#### **Transfer Rights for Permanent/Intermittent Employees Within the Department of State**

During negotiations in 1993, the parties discussed the transfer rights of permanent/intermittent employees within the Department of State being eligible to be placed on the transfer list within their work site for full-time vacancies.

Accordingly, the parties agree that the permanent/intermittent employees within the Department of State shall be eligible to be placed on the transfer list for full-time vacancies for their work site.

The parties further agree that the initial vacancies of permanent/intermittent positions will not be posted at the work sites of the vacancy.

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#### **Article 35 Tuition Reimbursement**

During the 1998 negotiations, the parties discussed the issue of tuition reimbursement and the impact on the Joint Employee Education Training And Development Fund. This is to express that the tuition reimbursement is separate from the Joint Employee Education Training and Development Fund. In the event funds have been allocated to the departments for tuition reimbursement, UAW represented employees will have access to such funds as outlined in Article 35, Section G.

FOR THE UNION

FOR THE OFFICE OF THE  
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### **LETTER OF UNDERSTANDING**

#### **Article 35, Section B Department of Corrections – Firearms**

During negotiations in 1990, the parties discussed the issue of carrying and use of weapons by parole/probation officers in the Department of Corrections.

The parties agree that it is in the best interest of the employees and the Department to negotiate a resolution to the disputes surrounding the carrying and use of weapons, including firearms. Accordingly, the parties agree to refer to secondary negotiations the following:

- Training in the use of firearms;
- Reasonable policies and procedures surrounding the carrying of firearms.

This Letter of Understanding does not grant any employee an entitlement to carry or possess a weapon, including a firearm.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

Stan Marshall  
Vice President  
International Union,  
UAW

James B. Spellicy  
Deputy Director

Joan M. Doyen  
President  
UAW Local 6000

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 35, Section K**

The parties agree that the accounting procedures utilized to process employee reimbursement of jury duty pay when the employee elects to receive administrative leave in lieu of jury duty pay will be as outlined in the applicable Department of Management and Budget Accounting Division Letter dated December 28, 1988.

In the event such provisions are amended for non-exclusively represented employees, the parties agree to meet to review such changes and may, by mutual agreement of the parties, amend these procedures.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

Leonard J. Paula, 3/9/89

George G. Matish

Thomas N. Hall, 3/9/89

## **LETTER OF UNDERSTANDING**

## **Article 37 Moving Expenses**

The parties have discussed the closure of the Department of Community Health facilities and the resulting layoff of employees at these agencies. The premise of such discussions was that there is no reasonable likelihood of these agencies being reopened and employees being recalled to these facilities.

In consideration of these circumstances the parties agree that employees in the Administrative Support and Human Services Bargaining Units are eligible for benefits in Article 37, Moving Expenses. Reimbursement for eligible expenses shall be made by the Department of Community Health under the following conditions:

1. If the employee is laid off (as defined in Article 43, Section I, Severance Pay) or if an employee transfers in lieu of layoff in accordance with Article 13, or once the Director of DCH has officially designated an agency is to be closed, and
2. If the employee accepts employment with the State of Michigan at another location and provides satisfactory proof of relocation to the Department of Community Health's Central Personnel Office.
3. The maximum benefit for moving, travel, storage, etc. under this provision shall be \$3,000.
4. If the employee voluntarily separates within the first 6 months from the new employment, the employee shall repay to the State all monies received under this provision.
5. Any unemployment benefits which the employee receives as a result of being laid off shall be deducted from the maximum \$3,000.

FOR THE UNION

Stan Marshall  
Vice President  
International Union,  
UAW

Joan M. Doyen  
President  
UAW Local 6000

FOR THE OFFICE OF THE  
STATE EMPLOYER

James B. Spellicy  
Deputy Director

Thomas N. Hall  
Chief Negotiator



## **LETTER OF INTENT**

### **Article 38 Secondary Negotiations**

The parties agree to compile a list of mandatory subjects of bargaining to be referred to secondary negotiations.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

Stephen P. Yokich  
Vice President  
International Union,  
UAW

George G. Matish  
Director

Thomas Mutchler  
President  
UAW Local 6000

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 39, Section H Paid Annual Leave Denial**

During negotiations for the 1988-90 contract, the parties discussed the application of Article 39, Section H. The Employer will not unreasonably deny the use of Annual Leave on the basis of a fixed standard, but will judge each request on a case-by-case basis.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

Stephen P. Yokich  
Vice President  
International Union,  
UAW

George G. Matish  
Director

Thomas Mutchler  
President  
UAW Local 6000

Thomas N. Hall  
Chief Negotiator

## **Letter of Understanding**

### **Article 40, Section E Paid Sick Leave**

During negotiations in 1996 the parties discussed the issue of the Employer having a reasonable basis for requiring an employee to provide acceptable medical verification for sick leave use. The parties reviewed some examples of when such a basis exists. Some of the examples included are: when an employee has been counseled for excessive use of sick leave, when the employees has been hospitalized, when the employee has requested and been denied the use of annual leave, or a claim of illness on the date of a reassignment. This list is illustrative, and not exhaustive, of the situations under which the Employer has a reasonable basis for requiring medical verification

FOR THE UNION

FOR THE EMPLOYER

## **LETTER OF UNDERSTANDING**

### **Article 41, Section D C.A.P. Deductions**

During the current negotiations, the parties acknowledge the Civil Service Commission's current policy prohibiting payroll deduction and remittance for the purpose of contributing, voluntarily or otherwise, to a political action committee. Accordingly, the parties jointly agreed not to conduct negotiations over the subject at this time.

However, the parties also agree that in the event said Civil Service Commission Policy is amended to allow such payroll deduction and remittance, the parties will commence negotiations on the subject, upon the request of the Union, and subject to such restrictions as the Civil Service Commission may establish.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

Stephen P. Yokich  
Vice President  
International Union,  
UAW

George G. Matish  
Director

Thomas Mutchler  
President  
UAW Local 6000

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 41, Section D Payroll Deductions and Remittance for Michigan Education Trust**

During 1990 negotiations the parties discussed Bargaining Unit employees' opportunity for payroll deduction in conjunction with individual employee's participation in the Michigan Education Trust (M.E.T.). It is understood that initiation and continuation of the M.E.T. payroll deduction program is subject to the provisions of applicable statutes and regulations, and will be administered in accordance with such laws and regulations. Applications for enrollment shall be accepted only during an open enrollment period established by M.E.T. Should the Michigan Education Trust determine to alter, amend, or terminate such payroll deduction program, the State will provide the Union advance notice and, upon Union request, meet to review and discuss the reasons for such actions prior to their implementation.

FOR THE UNION

Leonard J. Paula,  
Adm. Assistant to Vice  
President Stan Marshal

Joan Doyen, President  
UAW Local 6000

FOR THE OFFICE OF THE  
STATE EMPLOYER

James B. Spellicy,  
Deputy Director

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 43, Section C Cafeteria Benefits Plan**

During 1992 negotiations between the State of Michigan and the UAW, the parties agreed that a Cafeteria Benefits plan will be offered for all Bargaining Unit members beginning FY94. The Cafeteria Benefits Plan will be offered to all Bargaining Unit members during the annual enrollment process conducted during the summer of 1993 and will be effective the first full pay period in October, 1993 or as soon thereafter as administratively possible.

The Cafeteria Benefits Plan will consist of the group insurance programs and options available to Bargaining Unit members during FY93 with three

exceptions: (1) Financial incentives will be paid to employees selecting HMO or a new Catastrophic Health Plan rather than Standard Health Plan coverage; (2) A financial incentive will be paid to employees selecting a new Preventive Dental coverage rather than the Standard State Dental Plan; and (3) Employees will have a new option available under life insurance coverage (one times salary or \$50,000 rather than two times salary). Premium splits in effect during FY93 will continue during FY94.

The parties discussed the manner in which employees will make individual benefit selections under the Cafeteria Benefits Plan and agreed to use a form patterned after the attached "sample" UAW Enrollment Form to communicate: The benefit credits given to each employee; any current individualized enrollment information on file with the Employer; and the benefit selections available including costs or price tags. Changes in benefit selections made by employees may be made each year during the annual enrollment process or when there is a change in family status as defined by the IRS.

During FY94, financial incentives to be paid are: \$125 to employees selecting HMO coverage; \$1300 to employees selecting Catastrophic Health Plan coverage; and \$100 to employees selecting the Preventive Dental Plan. Incentives are paid each year and are the same regardless of an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FY94 will receive \$1300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan. Incentives to be paid will be determined in conjunction with the annual rate setting process administered by the Department of Civil Service and the State Personnel Director. The amount of the incentive to be paid to employees selecting the lower-level of life insurance coverage is based on an individual's annual salary and the rate per \$1000 of coverage, and therefore may differ from employee to employee.

Financial incentives paid under the Cafeteria Benefits Plan to employees electing HMO, Catastrophic Health or Preventive Dental Plan coverage will be paid bi-weekly. As discussed by the parties, incentives can be taken in "cash" on an after-tax basis or directed on a pre-tax basis into the Flexible Spending Accounts or Deferred Compensation Plans. Similarly, any additional amounts received as the result of selecting less expensive life insurance coverage will be paid bi-weekly.

The parties agree to meet as soon as possible following Civil Service Commission approval for the purpose of discussing disseminating information about the Cafeteria Benefits Plan.

FOR THE UNION

FOR THE EMPLOYER

## LETTER OF UNDERSTANDING

### ARTICLE 43 SECTION C

The attached rules for network use will be used by the parties in determining in and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some state employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside of Michigan:

Members who need medical care when away from Michigan can take advantage of the TPA's national PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

### RULES FOR NETWORK USE

**A member is considered to have access to the network based on the type of services required, if there are:**

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital - One hospital within 25 miles.

### Member Costs Associated within In-Network or Out-of-Network Use

	In-Network	Out-of-Network
Deductible	\$200/individual	\$500/individual

	\$400/family	\$1,000/family
Copayments	Office Visits \$10 Services 0% or 10% Emergency 0%	Most services 10%
Preventive Services	Covered at 100% Limited to \$500 per Calendar year per person. In January 2004, limit increases to \$750.	Not covered
Out-of-Pocket Maximum	\$1,000/individual \$2,000/family	\$2,000/individual \$4,000/family

**If a member has access to the network, the member receives benefits at the in-network level when a network provider is used.** The member is responsible for the in-network deductible (if any) and copayment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay In-network expenses.

**2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used.** The member is responsible for the out-of-network deductible (if any), and copayment (if any).

- If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment. The member is responsible for the out-of-network deductible and copayment. The member will not, however, be balance billed.
- If the non-network provider is not a Blues' participating provider, the provider does not accept Blues' payment as payment in full. The member is responsible for the out-of-network deductible and copayment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

**When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, copayment or out-of-pocket maximum *cannot* be used to satisfy the in-network deductible, copayments or out-of-pocket maximum.**

**3. If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits.** The member will be responsible for the in-network deductible (if any) and copayment (if any).

4. **If a member does not have access to the network but then additional providers join the network so that the member would now be considered in-network**, the member will be notified and given a reasonable amount of time in which to seek care from an in-network provider. Care received from a non-network provider after that grace period will be considered out-of-network and the out-of-network deductibles, copayments and out-of-pocket maximums will apply. If a member is undergoing a course of treatment at the time he becomes in-network, the in-network rules will continue for that course of treatment only pursuant to the PPO Standard Transition Policy. Once the course of treatment has been finished, the member must use an in-network provider or be governed by the out-of-network rules.

If a member is under a course of treatment on January 1, 2003 when the new State Health Plan is implemented, the member will be treated as in-network until the course of treatment is concluded pursuant to the PPO Standard Transition Policy. After that, the level of benefits will be governed by the in/out-of-network rules of the new State Health Plan.

## **LETTER OF UNDERSTANDING**

### **ARTICLE 43, SECTION C GROUP INSURANCE PREMIUMS FOR LESS THAN FULL TIME EMPLOYEES**

Employees hired on or after January 1, 2000 who are appointed to a position with a regular work schedule consisting of 40 hours or less per bi-weekly pay period shall pay fifty percent (50%) of the premium for health, dental and vision insurance. This shall not apply to an employee appointed to a permanent-intermittent position. Eligibility for enrollment shall be in accordance with current contractual provisions.

Employees who have a regular work schedule of 40 hours or less per bi-weekly pay period who are temporarily placed on a regular work schedule of more than 40 hours per bi-weekly pay period for a period expected to last six months or more shall be considered as working a regular work schedule of more than 40 hours for the period of the temporary schedule adjustment.

FOR THE UNION

FOR THE EMPLOYER

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Dave Burtch

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Janine M. Winters

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Lynda Taylor-Lewis

Thomas N. Hall

## **LETTER OF UNDERSTANDING**

### **Article 43, Section C.1.b(8) Mammograms**

During the negotiations, the parties discussed the American Cancer Society (ACS) guidelines regarding frequency of mammogram examinations. The ACS frequency guidelines provide for a baseline mammogram be taken every 1-2 years and that over the age of 50 there be a mammogram every year. It is agreed by the parties that the contractual provision relative to mammogram examination shall be administered in accordance with these guidelines.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

Leonard J. Paula  
Coordinator

George G. Matish  
Director

Thomas Mutchler  
President  
UAW Local 6000

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 43, Section C.2 Dental X-rays**

During compensation negotiations for fiscal year 1987-88 the parties discussed the modification of coverage for bite-wing and full-mouth x-rays to reduce inappropriate taking of x-rays by providers. It is the intent of the parties to implement these provisions without financial liability to employees and dependents. As such, the parties agree that employees and dependents shall be held harmless from any dental x-ray charges, and/or cost of legal action, and/or collection agency claims relative to such charges which result from the dental plan finding that x-rays are not necessary or appropriate.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER



Stephen P. Yokich  
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International Union,  
UAW

George G. Matish  
Director

Thomas Mutchler  
President  
UAW Local 6000

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 43, Section E Hazard Pay Premium**

The parties agree that the facilities in the Department of Corrections which have a designation of close, maximum or administrative segregation overall rating or medium overall rating containing administrative segregation units are as follows:

- a. State Prison of Southern Michigan - Central Complex and Reception/ Guidance Center
- b. Michigan Reformatory (Inside only, not Dorms)
- c. Riverside
- d. Marquette (Inside only, not Farms or Dorms)
- e. Ionia Maximum
- f. Huron Valley Men's
- g. Duane Waters Hospital located at C. Egeler Facility
- h. Foote Hospital
- i. Alger Maximum
- j. Baraga Maximum
- k. Oaks Correctional Facility
- l. Standish Maximum
- m. Huron Valley Center
- n. Southern Michigan Correctional Facility
- o. Scott Correctional Facility
- p. St. Louis Correctional Facility
- q. Chippewa Correctional Facility

In the event that additional institutions are so designated, there are other changes to the above list, or any disputes arise with respect to application of Article 43, Section E - High Security Premium Pay, these disputes shall be referred to the International Union and Office of the State Employer for resolution.

## **LETTER OF UNDERSTANDING**

### **ARTICLE 43, SECTION E**

The Department of Corrections and the Union shall meet within thirty (30) calendar days of the tentative agreement to determine if the following correctional facilities should be included as facilities eligible for hazard pay premium:

- Thumb Correctional Facility
- Kinross Correctional Facility
- Mound Correctional Facility
- Ryan Correctional Facility

If a dispute between the parties remains, the Union may pursue the matter through an appropriate dispute resolution mechanism.

FOR THE UNION

FOR THE EMPLOYER

## **LETTER OF INTENT**

### **Article 43, Section F Personal Leave Days**

During 1989 negotiations, the parties reviewed the application of Article 43, Section F as it applies to limited-term employees.

The parties intend that the personal leave grant provided in Article 43, Section F is available to limited-term employees in the same amount and in accordance with the same conditions and practices as apply to permanent, full-time and less than full-time employees.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

Stan Marshall  
Vice President  
International Union,  
UAW

James B. Spellicy  
Deputy Director

Joan M. Doyen

Thomas N. Hall

President  
UAW Local 6000

Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **ARTICLE 43, SECTION G LONGEVITY**

The parties agree to jointly pursue the creation of a 401(K) match option, which would be offered no later than the 2001 longevity payment. Employees may choose to take the cash payment or have the Employer place the employee's longevity payment plus 50% of the associated retirement and Employer FICA savings into the employee's 401(K) account consistent with the previous lump sum payment matches. To be eligible for this option, the employee must contribute an equal amount to his/her 401(K) account. This provision must be administered consistent with IRS regulations.

## **LETTER OF UNDERSTANDING**

### **Article 43, Section I Severance Pay**

During negotiations in 1988 the parties discussed the provisions of Article 43, Section I, Severance Pay.

The Union expressed concern over situations of the nature described in this Section which are not specifically identified therein.

The Employer agrees that if such circumstances as currently described in this Section arise during the term of the Agreement the Union is not precluded from discussing the application of this provision to such situations.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

Leonard J. Paula  
Coordinator

George G. Matish  
Director

Thomas Mutchler  
President  
UAW Local 6000

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 43, Section I Severance Pay/Retirement**

The parties have discussed application of this Section as it applies to certain employees eligible for retirement. While employees will not be denied severance pay due to retirement eligibility, the parties agree that offsets may be calculated in accordance with the ADEA and the Older Workers Benefit Protection Act.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

David Burtch  
Assistant Director  
T.O.P. Department  
International Union,  
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Sharon Rothwell  
Director

Patricia A. Hough  
President,  
Local 6000-UAW

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 43, Section K Reimbursement Rates**

During negotiations in 1987, the parties discussed the application of Article 43, Section K. Reimbursement Rates as applied to Schedule II employees in the Michigan Department of Transportation. The parties agree that effective October 1, 1988 all permanent employees currently covered by the Michigan Department of Transportation Travel Regulations shall continue to be covered by these regulations except as indicated below. All other employees shall be covered by the State Standard Travel Regulations. Employees covered by the State Standard Travel Regulations shall have their official work station designated by the Appointing Authority in accordance with the State Standard Travel Regulations.

1. All newly hired or recalled employees shall be covered under the State Standard Travel Regulations.
2. All employees who accept a promotion (not reallocation) or who receive a seniority transfer in accordance with Article 13 shall be covered by the State Standard Travel Regulations.
3. Any employee may voluntarily change to the Standard Travel Regulations at any time by indicating a desire to do so in writing.
4. Employees who accept a promotion and relocate at least 25 miles closer to the official work station shall be eligible for relocation expense reimbursement in accordance with Article 37 of the Agreement.

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

Stephen P. Yokich  
Vice President  
International Union,  
UAW

George G. Matish  
Director

Thomas Mutchler  
President  
UAW Local 6000

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **ARTICLE 43, SECTION K Reimbursement Rates**

The parties agree to amend Article 43 Section K of the Agreement to provide that the Approved Private Vehicle Use Mileage Rate shall be the Federal Standard Mileage Rate as determined by the Internal Revenue Service. This amendment shall be effective April 1, 1999. Changes in this rate shall be effective on the date established by the IRS.

FOR THE UNION

FOR THE EMPLOYER

David Burtch  
Assistant Director,  
T.O.P. Department,

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Lynda Taylor-Lewis,  
President,  
Local 6000 - UAW

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 43, Section Q Education, Training and Development Fund**

During the current negotiations the Employer and the UAW agreed to establish a jointly-administered comprehensive, new Employee Education, Training and Development Program. It will promote education, training and development activities which will contribute to the well being of the employees, and, hence, the Employer.

A joint governing body, consisting of an equal number of representatives (five) of the UAW and the State, shall direct and guide the activities of the Fund. It is understood that the Fund will make available a wide range of educational, training and development services and activities to the parties for their utilization based on their specific needs.

Because of the uniqueness and scope of this joint undertaking, it is agreed that it would be appropriate for the governing body to establish specific goals and objectives consistent with the intent of this Letter of Understanding and the level of funding as provided in the Settlement Agreement dated October 3, 1988. Although funding will not be available until October 1, 1989, the joint governing body will meet and begin its work upon the ratification of this agreement. It is the parties' desire that programs be available upon the effective date of the funding authorization.

Establishment of the Employee Education, Training and Development Fund will provide the parties with unusual opportunities to develop and implement mutually agreeable training and education activities. These activities will focus on the needs of all employees and will include specific efforts to assure Union and Management representatives are trained in participative, cooperative techniques and concepts.

It is understood that this program will not replace the Employer's obligation to provide the training specified in the Collective Bargaining Agreement. Further, establishment of the program will not limit the right of either party to provide educational and training programs on the same, similar or other subjects as it may deem appropriate. Finally, the grievance procedure set forth in Article 8 of

the Collective Bargaining Agreement has no application to, or jurisdiction over, any matter relating to this program.

The program will be designed to identify education, training and retraining needs for members; to explore existing educational resources; and to publicize these resources to meet employee needs and encourage workers' participation. The joint governing body will coordinate use of existing resources within the Employer and the Union, where feasible, in meeting employee educational/training needs. When necessary, other sources of training, education and development will be provided.

The parties understand that the development of these programs and activities will evolve over a period of time. In general the following outlines the development of the program's phases.

- Identification of employee (individual and group) educational, training, and development needs and coordination of educational/training resources.
- Development of programs designed to meet those employee needs not addressed by existing resources, and
- Coordination of forums, seminars, and workshops for the exchange of ideas and concepts.

FOR THE UNION

Leonard J. Paula  
Coordinator

Thomas Mutchler  
President  
UAW Local 6000

FOR THE OFFICE OF THE  
STATE EMPLOYER

George G. Matish  
Director

Thomas N. Hall  
Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **Article 50, Section D School Participation Leave**

During 1993 negotiations, the parties discussed the types of activities for which the school participation leave was intended to be used. The parties agree that the leave is for the purpose of fostering school-sponsored secular educational activities through active participation in such activities by employees, and not purely after-school recreational programs. Additionally, the leave is intended for

pre-school (e.g., Head Start), K-12, and adult literacy activities, and not college or university-related programs

FOR THE UNION

FOR THE OFFICE OF THE  
STATE EMPLOYER

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Chief Negotiator

## **LETTER OF UNDERSTANDING**

### **ARTICLE 52 DRUG AND ALCOHOL TESTING**

During the current negotiations, the parties recognized that the UAW has challenged the legality of certain aspects of the drug and alcohol testing that the Commission directed be included in article 52 of the 1999-2001 contract. This contract maintains the language of article 52 of the prior contract with the express understanding that the UAW maintains its challenges to that language as set forth in the pending united states district court action of International Union v Winters, et.al, 5:00-cv-21. The parties further acknowledge that the provisions of article 52 in this contract remain in full force and effect unless the federal court determines otherwise. If the UAW should prevail on any part of its challenges, the parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such part or parts.

FOR THE UNION

FOR THE OFFICE OF THE STATE  
EMPLOYER

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International UAW

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Lynda Taylor-Lewis  
President  
UAW Local 6000



